

Mary Gwendolyn Shotwell Stroud

136 North Parkway

Hernando, Mississippi 38632

662-429-3622

PRINCIPAL

DURABLE GENERAL AND HEALTHCARE POWER OF ATTORNEY

TO

ATTORNEY IN FACT

JO CAROLYN STROUD

160 POPLAR STREET

PO BOX 3004

HALF MOON BAY, CA 94019

650-712-8000

650-248-1606

RETURN TO:

* To Carolyn Stroud
P.O. Box 3004
Half Moon Bay, CA
94019

Prepared by:
Ph. 601 969 1010
William McKinley, Jr.
P.O. Box 750
Jackson, MS 39205

**DURABLE GENERAL AND HEALTH CARE
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, Mary Gwendolyn Shotwell Stroud, Social Security No. xxx-xx-1406, adult resident citizen of DeSoto County, Mississippi, residing at 136 North Parkway, Hernando, MS 38632, do hereby nominate, constitute and appoint Jo Carolyn Stroud, adult resident citizen of California, residing at 160 Poplar Street, Half Moon Bay, CA 94019, as my true and lawful agent and attorney-in-fact (hereinafter called "Agent"), with full power of substitution, hereby giving and granting to said "Agent" full power and authority to act for and on my behalf and in my name, place and stead any on my behalf, individually and severally, in any and all matters in connection with my business, real property and affairs, including without limitation the following, to wit:

1. To sign checks and any and all other orders for the payment and withdrawal of money from any and all deposits, bank accounts, savings accounts, IRA's, and certificates of deposit, of any and every nature, and to execute any agreement and undertaking with respect to any such withdrawal; and to establish and made deposits in any and all such accounts, deposits and certificates of deposit in my name, either jointly or individually, or in the name of said Agent in said Agent's capacity as agent for me.
2. To sell and transfer any and all bonds and other securities and corporate stock standing in my name, either jointly or individually, and to execute proxies for voting of corporate stock.
3. To sell or lease any real or personal property owned by me, either jointly or individually, or in which I have any interest, wherever the same may be located, and

to execute any and all deeds, bills of sale or leases for the conveyance or leasing thereof.

4. To invest any cash owned by me standing in my name, either jointly or individually, or in the name of said Agent in any securities, stock certificates of deposit, and real and personal property, and to take and register the same in my name or in the name of said Agent as agent for me.

5. To receive, receipt for and give acquittance and release for any and all monies, properties, rights and proceeds which I may own, either jointly or individually, or in which I may have any interest or in which I may claim any ownership or interest.

6. To prepare and execute any and all income tax returns to any governmental authority and any and all instruments and papers connected therewith, including without limitation any estimates, agreements for extension or settlement, and any claim for refund.

7. To employ for me and in my behalf, or on behalf of said Agent with respect to any transaction of business or affairs for me, any Attorney, CPS, or other professional.

8. To execute any and all instruments and papers of any and every kind that may be necessary or proper in connection with any retirement benefits to which I may be entitled whether from any governmental authority or otherwise.

9. To incur and to discharge indebtedness for any of the following matters when my said Agent deems it appropriate so to do: for household or living expenses, utilities, food, drugs, clothing, recreation, travel and transportation, services of one or more domestics, services of one or more nurses or companions, services of physicians

or other professional persons, for board, lodging, hospitalization, and accommodations of care institutes of every type, and taxes due to any governmental authority.

10. To demand, sue for, collect, recover, and receive all goods, claims, debts, monies, interest and demands whatsoever now due, or that may hereafter be due or belong to me, and to make execute and deliver receipts, releases or other discharges therefore.

11. To defend, settle, adjust, compound, submit to arbitration and compromise all actions, suits, accounts, reckonings, claims and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm or corporation in such manner and in all respects as my said Agent in fact shall think fit.

12. To enter into, make, sign, execute and deliver, acknowledge and perform any contract, agreement, writing or thing that may, in the opinion of my said Agent, be necessary or proper to be entered into, made or signed, scaled, executed, delivered, acknowledged or performed.

13. To enter into any safe deposit box that I may have and remove therefrom any of the contents thereof.

14. To negotiate for the sale of, to sell, barter, exchange or dispose of any real estate of which I am now seized or possessed in fee simple, or for any less estate, to any person or person, for any price, or in any manner whatsoever, and for those purposes to execute and acknowledged any deed or deeds, lease or leases, or other assurance or assurances, with general covenants of warranty against all persons, or any other covenants whatsoever, as my said Agent may deem expedient.

15. To sell, mortgage, hypothecate and in any and every way and manner

deal with any of my real estate, personally, chose in action and other property, and to sign, seal, execute, acknowledge, and deliver any agreements, mortgages and deeds of trust as may be necessary or proper.

16. To lease, rent, or otherwise encumber for a period of months or years any real estate, personally, chose in action and other property in which I have any interest, and to sign execute, acknowledge and deliver any agreements, leases, contracts as may be necessary and proper to such price as my Agent shall determine for such periods as my Agent may think proper.

17. To make any and all final decisions concerning my health, medical care, hospital admissions and/or medical procedures, including, but not limited to, decisions to provide, withhold, or withdraw artificial nutrition and hydration whether or not I am disabled or incompetent to make such decisions.

18. And generally to do any and all acts on my behalf and to execute any and all other instruments and documents of any and every kind whatsoever in my name, place and stead whether or not such acts or such instruments and documents may be similar to those enumerated herein above.

This Power of Attorney shall not be affected by my disability, incompetency or incapacity but shall continue in full force and effect.

Any and every person dealing with or accepting and relying upon any instrument executed or any act taken by said Agent under the provisions of this Power of Attorney prior to actual receipt of any written notice from me that the powers conferred herein or any of them have been revoked, amended or restricted, shall be fully protected against claims or contentions by me or by my personal representatives, heirs, next of kin and

assigns with respect to their right to rely upon the existence and continuing effect of this Power of Attorney and all provisions herein regardless of any lapse of time from and after the date of execution hereof. If this instrument is executed in several counterparts, each shall be deemed an original. This Power of Attorney shall not be affected by the subsequent incompetence of the principal.

This Power of Attorney is intended to allow the Agent above listed to act for and on behalf of the Principal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the

16 day of August, 2011.

Mary Gwendolyn Shotwell Stroud
Mary Gwendolyn Shotwell Stroud

STATE OF MISSISSIPPI

COUNTY OF Desoto

On this 16 day of August, in the year 2011, before me, a Notary Public in and for the County and State aforesaid, appeared **Mary Gwendolyn Shotwell Stroud**, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed it. I declare under the penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud or under influence.

March 24, 2012
My Commission Expires

Kimberly M. Ford
Notary Public

